

1 IN THE UNITED STATES DISTRICT COURT
2 WESTERN DISTRICT OF MISSOURI
3 WESTERN DIVISION

3 UNITED STATES OF AMERICA,)
4 Plaintiff,) No. 4:10-CR-00318-BCW-1
5 v.) June 19, 2013
6 JOSEPH CAMP,) Kansas City, Missouri
7 Defendant.) CRIMINAL

9 SENTENCING TRANSCRIPT
10 BEFORE THE HONORABLE BRIAN C. WIMES
11 UNITED STATES DISTRICT JUDGE

11 Proceedings recorded by electronic voice writing
12 Transcript produced by computer

13
14 APPEARANCES

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23
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25 US Court Reporter for The Honorable Brian C. Wimes

1 JUNE 19TH, 2013

2 THE COURT: Let the Court call the case.
3 This is United States of America, plaintiff, versus Joseph
4 Camp, defendant. Case No. 13-00207-01. And also the
5 Court will take up Case No. 10-00318. Let me just attempt
6 to make the record clear on what the Court is doing here
7 today.

8 Previously, Mr. Camp appeared before this Court
9 on Case No. 10-00318-01-CRW and pled guilty on April 12th,
10 of 2013, to one Count conspiracy to commit fraud involving
11 computers in violation of 18 U.S.C. § 371 and 18 U.S.C. §
12 1030, a Class D. felony. The parties had brought to the
13 Court's attention that Mr. Camp had another matter that
14 was pending in New York, The Western District of New York,
15 a companion case or a case similar to this case. We had
16 that case transferred here pursuant to Rule 20 with the
17 intent on having Mr. Camp plea to that case pursuant to a
18 plea agreement. And then the Court would sentence
19 Mr. Camp on both 10-318 case and the 13-207 case utilizing
20 the presentence investigation report that the Court had
21 received.

22 Let me ask Counsel, is there anything else that
23 you all would like to add or any thing the Court left that
24 you think would be helpful for the record?

25 MR. PORTER: No, Your Honor. I think

1 that's a correct summary of the procedural posture that we
2 are in today, and what we intend to accomplish.

3 THE COURT: Okay. Thank you. So at
4 this point the Court will take up to plea with respect to
5 Case No. 13-00207.

6 Mr. Picerno, can you and your client approach
7 the podium, please?

8 Mr. Camp, to the best of your ability, sir,
9 could you raise your right hand to be sworn?

10 JOSEPH CAMP

11 Called as a witness on behalf of the COURT, was
12 duly sworn, and testified as follows:

13 THE COURT: Now, you do understand now,
14 that you're under oath? Do you understand that?

15 MR. CAMP: Yes, sir.

16 THE COURT: And you understand if you
17 answer any question falsely, that answer may later be used
18 against you in the prosecution for perjury or making a
19 false statement; do you understand that, sir?

20 MR. CAMP: Yes, sir.

21 THE COURT: Mr. Picerno, if you could go
22 over what your client is pleading guilty to, and the range
23 of punishment for that?

24 MR. PICERNO: Judge, I think in this
25 case this is the case that has been transferred from the

1 Western District of New York, here. And he is going to
2 plead guilty in one count to knowingly transferring,
3 possessing, using, without authority identification of
4 others in violation of 18 U.S.C. § 1029 which is access
5 device fraud. And the unlawful possession and use of
6 social security numbers in violation of Title 42, Section
7 408.

8 And the range of punishment for that offense I
9 believe is up to five years in the Bureau of Prisons. And
10 I think, I'm not sure, Judge, it's not on this document.
11 But I believe the supervised release is up to three years;
12 is that right?

13 MR. PORTER: Yes. It's in the first
14 paragraph of the proposed plea agreement that you have in
15 front of you, Judge.

16 THE COURT: Right.

17 MR. PORTER: A fine of \$250,000 dollars,
18 a term of supervised release of not more than three years,
19 and a \$100 dollar special assessment, in addition to the
20 possible sentence of five years in prison.

21 THE COURT: Right. Let me ask you Mr.
22 Picerno, and you've had the opportunity to go over the
23 plea agreement with Mr. Camp; is that correct?

24 MR. PICERNO: I have.

25 THE COURT: Okay. Could you give to the

1 best of your ability kind of how this discussion took
2 place? And the Court is really trying to establish --
3 when did you first start talking to Mr. Camp about this?
4 This plea agreement on this case?

5 MR. PICERNO: Probably, probably the
6 guilty plea was in April so I would say sometime in March.

7 THE COURT: Okay. And let me ask this.
8 Does this plea agreement represent the entirety of your
9 understanding?

10 MR. PICERNO: It does, Judge.

11 THE COURT: And in fact, Mr. Camp, you
12 witnessed Mr. Camp sign this plea agreement, is that
13 correct, on today's date, June 19th, of 2013?

14 MR. PICERNO: Yes.

15 THE COURT: Okay.

16 MR. PICERNO: And specifically in
17 regards to this plea agreement, regarding the case that
18 was transferred here from New York, I probably began
19 speaking to him sometime after the guilty plea. So it
20 would've been actually May for this particular plea
21 agreement.

22 THE COURT: Right. Right. And there
23 was a request at least for the Court to have that case
24 transferred here; is that correct?

25 MR. PICERNO: Yes.

1 THE COURT: Okay. Well, let me ask you,
2 Mr. Camp, have you had the opportunity to read and discuss
3 this plea agreement with your attorney?

4 MR. CAMP: Oh, sure. Myself and my
5 attorney in New York has spent a considerable amount of
6 time discussing this plea agreement.

7 THE COURT: Okay. And does this plea
8 agreement represent the entirety of the agreement that you
9 had with the government, sir?

10 MR. CAMP: I really don't understand
11 something, sir.

12 THE COURT: Excuse me?

13 MR. CAMP: I don't understand something.
14 How this has gotten way off from what I expected.

15 THE COURT: Okay. I'm not sure the
16 Court understands. You don't understand the terms of the
17 plea agreement?

18 MR. CAMP: Right. I don't understand
19 the terms of the plea agreement, the consequences of
20 pleading guilty. Because I was told and under the
21 assumption by both of my attorneys, the New York attorney
22 and Mr. Picerno, that I was supposed to be pleading guilty
23 and ultimately the consequences for 36 months the
24 aggregate of both plea agreements, and that I have that
25 time in. I heard five minutes ago that apparently there

1 is an additional five months because they're trying not to
2 count some time that I thought we had discussed last time
3 I was in court. So now there seems to be some discrepancy
4 over a few months, when it was my understanding and
5 everybody I spoke to, attorneys, they've wrote me letters,
6 that I was suppose to be released after accepting this
7 plea agreement today if the Court accepted it. Now I'm
8 being told that that is not a possibility. And so I'm
9 getting very up -- nervous that that's not the result of
10 this. And if that is not the result of this plea, I would
11 just assume take the plea back to New York.

12 MR. PICERNO: And Judge, if I may? In
13 short what he is upset about is the calculations of the
14 credit that he is going to receive for time served. There
15 is nothing in the plea agreement that is a surprise to
16 him. The plea agreement from New York he had in place a
17 year ago or even longer since I been representing him he's
18 been telling me that that was the plea agreement. So the
19 plea agreement is firm. He has already plead guilty on
20 the other case.

21 THE COURT: Do you understand that
22 Mr. Camp, what your attorney is saying? That the plea
23 agreement is firm?

24 MR. CAMP: Actually, sir, this is a
25 different plea agreement than the one that I agreed to for

1 New York. They just changed it when I came here. I do --
2 I just saw this agreement today, the revised version of it
3 today.

4 THE COURT: In what respect do you think
5 that plea agreement has changed, sir?

6 MR. CAMP: Would you like to see the old
7 one?

8 THE COURT: No. I'm asking you at this
9 point in time -- you've seem to articulate it. What is
10 the change in which you said? I don't need to see it.

11 MR. CAMP: In addition to the format
12 there is additional changes, such as waivers and Freedom
13 Information Act. Those are all right. Um, I'm just
14 seeing this for the first time today, sir. I know that
15 there is waivers in here. And I didn't agree to any
16 Freedom of Information Act waiver from New York.

17 THE COURT: I think that was -- and I'm
18 going off of my recollection, and I'll talk to counsel. I
19 think that was part of the plea agreement with respect to
20 the plea he had in front of this Court.

21 MR. PORTER: That is correct, Your
22 Honor. That is a standard provision entered in the
23 agreement in the Western District of Missouri. And in the
24 draft that no party had signed off on that was prepared in
25 the Western District of New York, that provision was not

1 in there, because that is apparently not something that
2 they customarily do in the Western District of New York.

3 THE COURT: Right.

4 MR. PORTER: When that draft had been
5 provided to us for the purpose of proceeding towards the
6 guilty plea.

7 THE COURT: Right.

8 MR. PORTER: The formatting of the
9 Western District of New York plea agreement was retained.
10 I think you'll notice if you'll look at it, that it is in
11 a different form than what our standard plea agreements
12 are in, in an effort to make it as close to what was
13 drafted in New York as possible.

14 The only substantive changes that were made were
15 to include the standard provisions for the waiver of the
16 defendant's ability to obtain information under the
17 Freedom of Information Act, the standard waiver of the
18 Hyde Amendment, and the standard waivers relative to being
19 able to challenge either the guilty plea or the sentence.
20 All of which are the same provisions that are used in
21 every plea agreement in this district, and were in fact
22 contained in the plea agreement that this defendant
23 entered into in Case No. 10-318.

24 That is the only way in which the agreement has
25 been changed from the draft that was provided from what

1 was going on in New York.

2 THE COURT: Now, you heard that Mr.
3 Camp?

4 MR. CAMP: Yes, sir.

5 THE COURT: Would you agree that -- and
6 I don't know if you had a chance to review, but those are
7 the changes, which one you articulated with respect to the
8 waiver.

9 MR. CAMP: That's the only changes I
10 believe except for the formatting etc, was the Hyde
11 Amendment and the Freedom of Information Act waivers. The
12 problem was I spent a considerable amount of time
13 preserving those rights and the negotiations in New York
14 such as the Freedom of Information Act and having that not
15 be included in the plea from New York -- but it's fine. I
16 don't mind the waiver. I have most of the material
17 anyways, and I don't plan on filing the Freedom of
18 Information Act.

19 I'm more concerned about these extra five extra
20 months that are sneaking up on me.

21 THE COURT: I had to address those
22 issues in which you said had been changed in the plea
23 agreement.

24 MR. CAMP: Right.

25 THE COURT: I concur with that of your

1 Counsel that other than those three things there are no
2 other substantive changes. Now, when it relates to time
3 credit doesn't have to deal necessarily with your plea.
4 That's not contained within there. And that's the point
5 that Mr. Picerno was trying to make. But the Court is
6 aware that that is your concern, and I think it was
7 addressed in the sentencing memorandum or in the
8 memorandum which I received from the government. So what
9 the Court is saying, I don't think one has to -- well, in
10 a certain respect maybe it does have to do with the other.
11 Did you want to add anything additional, Mr. Porter?

12 MR. PORTER: Your Honor, the draft that
13 was provided was useful, but not controlling or
14 determinative. Under Rule 20 once a case is transferred
15 from one district to another for the limited and sole
16 purpose of entering a plea of guilty, and that's all this
17 Court can do with the case that came here from New York.
18 Once it gets here the receiving District is in the sole
19 position of deciding what the terms of that plea agreement
20 are going to be. We didn't change anything from what
21 the -- if you will, the working agreement was, other than
22 the things that we have mentioned. There was nothing in
23 the draft that we received that made any mention of credit
24 for time served. Didn't even speak to it. And there
25 wasn't any reason to speak to it.

1 So as you've indicated, those are separate
2 issues that we can take up at the proper time.

3 THE COURT: Proper time. Right.
4 Because I think those are legal issues that we would have
5 to make that type of determination. Am I correct?

6 MR. PORTER: I agree, Your Honor.

7 THE COURT: Okay. Mr. Camp, so do you
8 understand that? And when the Court says that, the Court
9 as seeing those as two different issues.

10 MR. CAMP: Yeah.

11 THE COURT: It's separate and apart,
12 which is a legal issue and an argument to be made at the
13 appropriate time. And not necessarily with respect to
14 your plea.

15 MR. CAMP: I recognize that, sir. And I
16 don't really care about the changes the government has
17 made to the plea. But I think it is very important to
18 resolve the other thing before this plea is accepted.
19 Because I'm not going to -- I would rather not take this
20 plea agreement here in Missouri. Be returned to New York
21 in custody where I won't be subject to any of these
22 additional waivers and such like that, if they are going
23 to keep me in custody for five additional months anyways
24 on the other case. So I think there needs to be some
25 resolution to that issue before we can proceed with the

1 plea agreement for this issue.

2 THE COURT: Mr. Porter.

3 MR. PORTER: Your Honor, if we don't do
4 the plea in case 13-207 today, and we proceed simply to
5 sentencing on Case No. 10-318, the plea agreement which
6 you've already accepted will we result in the imposition
7 of the term of imprisonment of 36 months, in which Mr.
8 Camp is committed to the custody of the Bureau of Prisons.
9 Procedurally, what will happen after that is he will go
10 into BOP custody. He won't be released. He won't be able
11 to do anything except go into BOP custody. The Marshals
12 will then transfer him back to the Western District of New
13 York for the purpose of resolving that case here. Because
14 the only thing that we have the authority and jurisdiction
15 to do here is take the plea. If he doesn't want to plead
16 guilty -- no one is going to force him, no one can make
17 him plead guilty. The agreement is in place if he wants
18 to do it. We think it's a good agreement.

19 His disagreement, I guess, over the issue of
20 time served is not an issue that can be resolved by this
21 Court. It is an issue that can only be determined in the
22 first instance by the Bureau of Prisons. They will
23 calculate his credit for time served. They will determine
24 what the appropriate credit is here. No one on behalf of
25 the United States here today, no judicial representative,

1 yourself or otherwise, no member of the Marshal service,
2 no member of probation and pretrial services, can make any
3 representation to Mr. Camp as to how that credit for time
4 served is going to be calculated. It is solely within the
5 prerogative of the Bureau of Prisons. So if he wants to
6 not plead guilty, that's his choice. It will result in
7 him going back to New York in custody. He won't walk out
8 of here. And he will in time resolve his case in New York
9 either by way of plea or trial. They'll decide that once
10 he gets back to New York. So it doesn't make any sense to
11 me to not go forward with the plea because it's simply
12 delaying the ability of the Bureau of Prisons to start
13 making those calculations as to what his credit for time
14 served is.

15 MR. CAMP: Why didn't someone look
16 already?

17 THE COURT: Mr. Picerno, do you want the
18 opportunity? I don't know, Mr. Camp, how that can be made
19 any clearer on what this Court can do than what Mr. Porter
20 just stated. Certainly, the Court is not going to accept
21 the plea if you're not going to make the plea, and the
22 Court recognizes that. The Court will simply move forward
23 with the sentencing on the case in which you pled in this
24 Court.

25 Would you like the opportunity to talk with your

1 attorney for a moment? Or do you want to proceed? You
2 instruct the Court of what your intent is, sir.

3 MR. CAMP: Can I speak to Mr. Picerno,
4 please?

5 THE COURT: Yes.

6 (THEREUPON, an off-the record discussion was had; WHEREUPON,
7 the following proceedings were had.)

8 MR. PICERNO: Your Honor, I think at
9 this time he just wants to lecture me, and I've listened
10 to it for a long time, and I don't care to listen to it
11 anymore.

12 I will assure the Court that I've explained the
13 law to him repeatedly over the last one year and nine
14 months. I have explained to him how credit for time
15 served works. He's attempting to -- and I told him I
16 would ask the Court to grant him all the credit for time
17 served.

18 What he doesn't understand is he can't get
19 credit on -- well, he does understand it, he is just
20 refusing to acknowledge it. That this Court is without
21 jurisdiction to grant him credit for time served before he
22 was brought here, indicted, and made his first appearance
23 here in this Court. Even though he was in custody in New
24 York on the other case, and I think the sentencing
25 memorandum by the government is correct, that he cannot

1 receive time credit served on the Western District of
2 Missouri's case, because there was no case until they
3 actually indicted him. And that's the big problem.

4 THE COURT: And that's that period of
5 time.

6 MR. PICERNO: He wants credit for
7 those -- that's where we are at. And he just doesn't
8 acknowledge that even if you wanted to and even if you say
9 Mr. Picerno I agree with you, I'll give him credit for
10 time served, it's not going to have any legal effect.

11 MR. PORTER: And the reality is I
12 believe that's correct, but I haven't talked to anybody at
13 the Bureau of Prisons. No one there has made those
14 calculations, and the only way to get to the bottom of it
15 is to get him in BOP custody, let them make the
16 calculations. You know, he may well be right. He may
17 have all the credit that he has -- he may have earned
18 enough credit for time served. In which case the Bureau
19 of Prisons is going to make that calculation. They are
20 going to then direct the Marshals where to send him. And
21 if that means he goes to where ever he is going to be to
22 start his term of supervised release, that's where he'll
23 go. If it means he's got a little bit of time left and
24 they want to send him to a residential placement center,
25 they can do that. But they can't make those calculations

1 until someone is committed to their custody. So we've got
2 to get to step one, before we can get to step three.

3 MR. PICERNO: I agree with that, Judge.

4 MR. CAMP: Don't do a plea, let's do the
5 sentencing. I'll file a the notice of appeal for the
6 Missouri case on ineffective assistance of counsel and
7 prosecutorial misconduct.

8 MR. PORTER: I'm sorry. I didn't
9 understand him, Judge.

10 MR. CAMP: I said there is no plea on
11 New York. I'm just going to proceed with the sentencing
12 for New York, I mean the Missouri case. I'll follow a
13 notice of appeal. I have it ready.

14 THE COURT: You're certainly -- assuming
15 we make it through the sentencing, certainly it is your
16 right to do those things.

17 MR. CAMP: The problem is, Your Honor,
18 is always given guarantees.

19 THE COURT: Mr. Camp, okay, Mr. Camp,
20 here is where I'm going to stop you short on this. The
21 Court doesn't guarantee.

22 MR. CAMP: Right.

23 THE COURT: The only guarantees you get
24 is the guarantees the Court said with respect to me
25 accepting the plea agreement in which was made.

1 Guarantees. No one can give guarantees. And the Court
2 certainly -- and I am very clear of this, didn't give
3 guarantees with respect to that time period in which you
4 are referencing. Because I cannot guarantee you that,
5 therefore, the Court would not suggest I could ever.

6 But I certainly understand your position. And
7 what you believe with respect to that. And so I
8 understand it, I respect it, and so what we're going to do
9 is just to move forward with your sentencing. If you
10 choose not the plea, the Court certainly understands that
11 and we will go from here.

12 MR. CAMP: Yes, sir. It looks like I
13 have to go through with the Missouri case only and stay in
14 custody until I go back to New York.

15 THE COURT: Well, I think what was
16 attempted through your attorney and I think from hearing
17 from Mr. Porter, the United States attorney, to explain to
18 you legally how that situation arises. And that
19 ultimately the Court can't make that determination or --

20 MR. CAMP: -- somebody could have called
21 the BOP.

22 THE COURT: Well, I'm talking now. I
23 don't interrupt you, so I don't ask you to interrupt me.
24 In that ultimately the Bureau of Prisons makes that
25 determination. And I understand what your position is

1 with respect to that. So, therefore, if you choose, and I
2 understand, it's your choice not to plea. Than but you
3 know the circumstances as we believe them to exist with
4 respect to that. So we'll just move forward with the
5 sentencing and we will go forward from there.

6 MR. CAMP: Yes, sir.

7 THE COURT: Let me ask you, Mr. Picerno,
8 with respect to Case No. 10-00318, you have received a
9 copy of the presentence investigation report with respect
10 to that case?

11 MR. PICERNO: I have, Your Honor.

12 THE COURT: Okay. And have you had the
13 opportunity to go over that presentence investigation
14 report with your client?

15 MR. PICERNO: Yes, Your Honor.

16 MR. CAMP: When did we meet about that?

17 THE COURT: And the Court has noted at
18 least in the presentence investigation report there are no
19 noted objections to this; is that correct?

20 MR. PICERNO: That's correct, Judge.

21 THE COURT: Okay. And Mr. Porter, I
22 take it from this report, the government doesn't have any
23 objections with respect to the presentence investigation
24 report?

25 MR. PORTER: Your Honor, the only thing

1 that we noted in our sentencing memorandum with respect to
2 the presentence report is the variation in the guideline
3 calculations that are proposed in the presentence report
4 versus those that are contained in the government's plea
5 agreement with this defendant.

6 In the plea agreement we agreed to recommend a
7 three-level reduction for acceptance of responsibility.
8 The presentence report takes a different view on that
9 subject and says that because of the enhancement for
10 obstruction they do not believe the defendant is entitled
11 to a reduction for acceptance of responsibility. We're
12 asking the Court in keeping with the plea agreement terms
13 to grant that reduction for acceptance instead of
14 following the recommendation in the presentence report.
15 That means that instead of the total offense level of 24
16 as recommended in a presentence report, there would be a
17 total offense level of 21. And we would ask the Court to
18 make that findings. That is the only way in which there
19 is any disagreement between the government and the content
20 of the presentence report.

21 THE COURT: Okay.

22 MR. PORTER: And if it isn't obvious,
23 that is an issue that we are bringing to the Court's
24 attention that benefits the defendant and makes his
25 guideline range less than what is calculated in the

1 presentence report.

2 THE COURT: And I appreciate that
3 Mr. Porter, because the Court did review the government
4 sentencing memorandum. So I appreciate that. It is the
5 Court's intent to adopt in which I did in terms of the
6 plea agreement between the parties. Which gave a
7 three-level reduction for acceptance. And so the Court's
8 intent is to grant you that three-level reduction for
9 acceptance. Which would make your total offense level a
10 21, your criminal history category a 4, and I believe your
11 range, your guideline range will be 57 to 71 months. Is
12 that what Counsel?

13 MR. PORTER: I believe that is correct,
14 Your Honor.

15 MR. PICERNO: I think that is correct,
16 Judge. Just to clarify, I did not file any objections or
17 object to that based upon the fact that he's pleading
18 guilty to 36 months.

19 THE COURT: That's correct.

20 MR. PICERNO: It didn't seem to make
21 much sense to litigate that issue.

22 THE COURT: Right. And I think out of
23 an over abundance of caution, I think it's six to one,
24 half a dozen because there was an agreement which the
25 Court accept the binding with respect to the 36 months.

1 But I think it's important still for the Court to make
2 that finding and so that's why it happened so I
3 understand.

4 MR. PORTER: Your Honor, you're
5 absolutely right. It ultimately becomes a moot point.

6 THE COURT: Right.

7 MR. PORTER: But since the Court is
8 required to make a guideline calculation as part of it's
9 sentencing process, that's the only reason we bring it to
10 the Court's attention.

11 THE COURT: Thank you. I appreciate it.

12 Okay. Mr. Picerno, do you have anything
13 outside, any recommendation like you had said this is a
14 binding, and the Court accepted it in terms of the
15 punishment. Do you have anything you wish to offer?

16 MR. PICERNO: Judge, other than asking
17 the Court to accept the terms and conditions of the plea
18 agreement which is for a 36 months sentence. I would ask
19 that the Court grant him time credit served for everyday
20 that he has been in custody.

21 THE COURT: Okay. Anything else?

22 MR. PICERNO: I don't have anything to
23 add, Your Honor.

24 THE COURT: Okay. Mr. Porter?

25 MR. PORTER: Your Honor, I think not. I

1 think we've set out in our sentencing memo what we believe
2 the Court should do, and in fact is obligated to do by way
3 of not only the prison sentence but the other components
4 of sentence as well.

5 The one thing that we ask the Court to do that
6 was not part of the agreement in that sense it is again an
7 additional measure that the government is taking that
8 benefits the defendant is to ask you to after imposing the
9 \$100 dollar special assessment, to invoke the provisions
10 of 18 U.S.C. § 3573. And remit the payment of that
11 assessment so that Mr. Camp is no longer financially
12 obligated to make that \$100 dollar special assessment.

13 We've outlined for the Court why the provisions
14 of 3573 would support doing that. And we are not required
15 to do that. It is certainly not part of the agreement.
16 But again, it is something the government is doing that is
17 operating to the benefit of Mr. Camp.

18 MR. CAMP: Your Honor, I already paid
19 the \$100 dollar assessment fee.

20 MR. PORTER: I'm sorry?

21 THE COURT: Mr. Camp had indicated that
22 he had already paid the \$100 dollar assessment fee.

23 MR. PORTER: Your Honor, I wasn't aware
24 of that.

25 THE COURT: Neither was the Court. And
23

1 so that might be a moot issue, Mr. Camp.

2 MR. PORTER: If that's in fact true,
3 than there is no need to remit it, if it's already been
4 paid.

5 MR. CAMP: It should be on the record.
6 I had it sent because it was part of the plea agreement to
7 have it done before sentencing.

8 THE COURT: Okay.

9 MR. CAMP: I didn't get a receipt for
10 it, but I know that it was sent.

11 THE COURT: Okay.

12 MR. CAMP: \$100 dollars isn't that much.

13 THE COURT: Any good reason why the
14 Court should not impose sentence at this time?

15 Hearing none, Mr. Camp, you are hereby committed
16 to the custody of the Bureau of Prisons for a period of 36
17 months on Count one. And pursuant to the plea agreement
18 the Court will give you credit for all time served.

19 Mr. Camp, obviously you know the Court has to
20 impose a sentence that is not greater than necessary to
21 comply with the provisions of the statute 3553. Obviously
22 the Court agreed and accepted the binding plea agreement
23 between the parties. In doing so the Court in effect
24 believes that this sentence is one that protects the
25 public from future crimes by you, sir. I think it will

1 add adequate deterrence from your criminal conduct in
2 those that these types of crimes in which you committed
3 will not be tolerated.

4 Now, you've indicated, sir -- well, let me say
5 this. Upon release of imprisonment, the Court will place
6 you on supervised release for a period of one year. The
7 Court finds that you do not have the ability to pay the
8 fine, therefore the fine is waived. However, my
9 understanding your ordered to pay the United States a
10 special assessment of \$100 dollars in which you've
11 indicated to the Court. I have no other verification than
12 that, that you have paid that amount. If so, than that is
13 not applicable to you.

14 It is further ordered on Counts one and two,
15 restitution in the amount of \$68,153.50 is imposed. A
16 lump sum payment of the full amount is ordered due
17 immediately. If you are unable to pay that full amount
18 immediately, you shall make payments of at least
19 ten percent of earnings while incarcerated and monthly
20 payments of \$100 or ten percent of your gross income.
21 Mr. Porter?

22 MR. PORTER: Your Honor, I wanted to
23 call the Court's attention to the provisions of the plea
24 agreement. We gave Mr. Camp a discount on the amount of
25 that restitution. The plea agreement that you accepted

1 calls for imposition of the amount of restitution of only
2 \$61,500 dollars. And so I recognize that there is a
3 higher amount that is reflected in the presentence report,
4 but, again, in a way in which this operated to the
5 defendant's benefit, we in the plea agreement calculated
6 and set forth the restitution at \$61,500 dollars. And
7 since the Court has accepted that plea agreement, I think
8 that is the correct restitution amount, rather than the
9 higher amount that you referenced a moment ago that is
10 from the presentence report.

11 THE COURT: The Court stands correct.
12 Reviewing the plea agreement on that amount it is for the
13 amount of \$61,500 dollars is imposed. And again, for the
14 record, that is due, ordered due immediately. If you are
15 unable to pay that amount, you shall make payments, again,
16 Mr. Camp, in the amount of ten percent of earnings while
17 incarcerated and monthly payments of \$100 dollars or ten
18 percent of your gross income whichever is greater while on
19 supervision.

20 Restitution shall be paid to the University of
21 Central Missouri, The Administrative Building, 208, in
22 Warrensburg, Missouri. This restitution amount, sir,
23 shall not be affected by any restitution payments that may
24 be made by other defendants in this case. Notwithstanding
25 any provision of this order, sir. Further, the Government

1 may enforce restitution at any time. Now, pursuant to 18
2 U.S.C. § 3612(g) you may be subject to delinquent and
3 default penalties.

4 Further, Mr. Camp, you shall notify within 30
5 the Clerk of the Court, the United States US Attorney's
6 office, Financial Litigation Unit, located here in this
7 building, sir, 400 East 9th Street, Room 5510, any change
8 of name, residence or mailing address, any material change
9 in economic circumstance that affect your ability to pay
10 the restitutions. All payments shall be made through the
11 Clerk of the Court at the United State District Court,
12 this address, sir.

13 Now, while on supervised release you shall
14 comply with the standard and mandatory condition that have
15 been adopted by this Court. And you shall also comply
16 with the special conditions listed in part D. of the
17 presentence investigation report.

18 Now, Mr. Camp, pursuant to 18 U.S.C. § 3742 you
19 have the right to appeal what the Court has done here
20 today with respect to a sentence or your plea agreement
21 but only -- well, appeal, but only to the extent it hasn't
22 been waived in your plea agreement. You can also lose
23 your right to appeal if you don't timely file notice of
24 appeal.

25 MR. CAMP: My intentions are to file it.

1 THE COURT: Okay. Mr. Porter, you are
2 up on your feet so I will let you go.

3 MR. PORTER: Thank you, Your Honor. In
4 our sentencing memorandum we also asked the Court to
5 consider imposing as an additional condition of Mr. Camp's
6 supervised release, the condition that he not have any
7 contact with any representative of the University of
8 Central Missouri and not enter on to any University of
9 Central Missouri premise during the term of his supervised
10 release.

11 THE COURT: I thought that was added as
12 part D. And maybe I missed it. I thought that was in
13 part D. of the presentence report. Maybe I am in error.

14 MR. PORTER: I did not see it in the
15 presentence report, Your Honor. That is why we brought it
16 to the Court's attention. It is being requested by the
17 University of Central Missouri. And they asked us to make
18 that request to the Court. That he be ordered to have no
19 contact with any representative of the University of
20 Central Missouri and not enter on to any University of
21 Central Missouri premise during the term of his supervised
22 release.

23 THE COURT: Okay. The Court will adopt
24 that condition of supervised release, and that will be a
25 condition of it.

1 Now, Mr. Camp, you had indicated to the Court
2 you are going to appeal but you have to do so. Federal
3 rules of criminal procedure require you to do so 14 days
4 after entry of judgment. It's the Court intent to enter
5 judgment on this date. So you have 14 days from this date
6 to do so.

7 If you are unable to pay for the cost of an
8 appeal you have the right to apply for leave to appeal in
9 forma pauperis. Is there anything further for the record
10 from either side?

11 MR. PORTER: Your Honor, just finally
12 for record clarification purposes only. I know the Court
13 indicated that it was your intent to grant credit for time
14 served, but I know the Court also recognizes that you
15 don't have any authority or jurisdiction to do that.

16 THE COURT: Ultimately, the Bureau of
17 Prisons is going make that determination on what time or
18 not, correct.

19 MR. PORTER: Thank you.

20 THE COURT: Okay. Anything else, Mr.
21 Picerno?

22 MR. PICERNO: No, Your Honor.

23 THE COURT: Okay.

24 MR. PORTER: One final matter, I'm
25 sorry.

1 THE COURT: Is that the last final,
2 final matter?

3 MR. PORTER: Yes. We are required under
4 the terms of our plea agreement, Your Honor, to move to
5 dismiss Counts two through seven, and we would so move at
6 this time.

7 THE COURT: Noted for the record. Thank
8 you. Mr. Picerno or Mr. Camp?

9 MR. CAMP: Can I speak?

10 THE COURT: Yes.

11 MR. CAMP: First off, it's my intention
12 or to file -- I have a copy of a notice of appeal over
13 there. I don't really think that John does a really good
14 job. In fact, I think he is one of the worst attorneys
15 I've ever met in my life.

16 THE COURT: Well, sir, let me tell you
17 if the purpose of which is you are to make some record
18 with respect to that here in Court, all the things, all
19 the reasons you set forth in your appeals, you can make
20 that record at that point in time. So if that is what you
21 are trying to address that here, then I don't think it's
22 appropriate or proper. And you can make those arguments
23 or whatever arguments you have with respect to your
24 appeal.

25 MR. CAMP: Well, that wasn't exactly my

1 intentions at all.

2 THE COURT: Well, you focused on it.

3 MR. CAMP: Yeah.

4 THE COURT: What is it you want to say
5 to the Court? Get to it.

6 MR. CAMP: What process do I need, what
7 paperwork do I need to file the notice of appeal and the
8 supporting paperwork in case Mr. Picerno doesn't file it
9 for me?

10 THE COURT: I'm going to have you talk
11 to Mr. Picerno about that, okay, sir. Is that the sum of
12 what you had to say to the Court?

13 MR. CAMP: I guess so.

14 THE COURT: Okay. That will conclude
15 this hearing.

16 (THEREUPON, the following proceedings were adjourned.)

17

18 CERTIFICATE

19 I certify that the foregoing is a correct
20 transcript from the record of the proceedings in the
21 above-entitled matter.

22

23

July 13, 2013

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25

/s/ Denise C. Halasey
Denise C. Halasey, CCR
U.S. Court Reporter

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